

E-filed 8/10/06

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

CHUCK BROWNING,

Plaintiff,

v.

YAHOO! INC., CONSUMERINFO.COM,
INC., and EXPERIAN NORTH AMERICA,
INC.,

Defendants.

Case No. C04-01463 HRL

**ORDER DENYING LEAVE TO
INTERVENE**

Re Docket No. 112

The plaintiff in this class action alleges that certain services offered by defendants to consumers, including Yahoo! Credit Manager, promised but did not deliver "credit repair" and violated the Credit Repair Organizations Act, 15 U.S.C. § 1679. After a substantial period of litigation and negotiation, the parties have entered into an agreement to settle and dismiss this action on a class basis, subject to the court's approval.

Plaintiffs in a separate class action, Millett v. Experian Information Systems (Case No. SACV 05-879 JVS, pending in the Central District of California) move to intervene due to their concern that the proposed settlement might have the effect of barring their claims while affording them no effective relief. The Millett plaintiffs sue some of the same defendants over the same Yahoo! Credit Manager, but rather than alleging damages related to credit repair, they

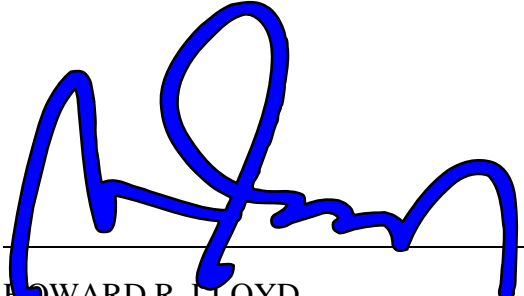
1 claim they did not get the supposedly promised protection against identify theft and
2 credit fraud.

3 Federal Rule of Civil Procedure 24(a) provides for intervention of right "when the
4 applicant claims an interest relating to the property or transaction which is the subject of the
5 action and the applicant is so situated that the disposition of the action may as a practical matter
6 impair or impede the applicant's ability to protect that interest, unless the applicant's interest is
7 adequately represented by existing parties."

8 In light of the parties' stated intent to revise the release language of the Browning
9 settlement, the court is satisfied that the settlement will not "impair or impede" the Millett
10 plaintiffs' ability to pursue their own claims.¹ Assuming that it incorporates the new language
11 that the parties proposed and the court found acceptable, the settlement agreement will not
12 release defendants from the Millett claims concerning services that purport to protect consumers
13 against identity theft and credit fraud. The request for leave to intervene is DENIED.

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15 **IT IS SO ORDERED.**

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17 Dated: August 10, 2006

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19 HOWARD R. LLOYD
20 UNITED STATES MAGISTRATE JUDGE
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27 ¹ In class action litigation, there is little practical difference between the rights of an intervenor
28 and the rights of an unnamed class member who enters an appearance to object to a proposed
settlement. The court has already heard from the Millett plaintiffs, considered their concerns,
and addressed them. Even if not allowed to intervene, they can continue to make their
objections known, and the court will continue to listen.

1 THIS IS TO CERTIFY THAT A COPY OF THIS NOTICE WILL BE SENT TO:

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16 **Counsel are responsible for distributing copies of this document to co-counsel who have**
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24 Dated:

Chambers of Magistrate Judge Howard R. Lloyd